

Montana Department of Labor & Industry  
Employment Relations Division  
Workers' Compensation Regulation Bureau  
P.O. Box 8011  
Helena, MT 59604-8011

Certificate # \_\_\_\_\_

**CERTIFICATE of DEPOSIT ASSIGNMENT AGREEMENT**

IRREVOCABLE ASSIGNMENT  
SPECIAL POWER of ATTORNEY  
AGREEMENT with FINANCIAL INSTITUTION

1. The purpose of tendering this Certificate of Deposit (C.D.) Assignment is for ("the Employer") \_\_\_\_\_, of ("Address") \_\_\_\_\_ (hereinafter called the Employer) a self-insured employer under compensation plan No. 1 of the Montana Workers' Compensation and Occupational Disease Acts, to furnish to the Montana Department of Labor & Industry, Employment Relations Division (hereinafter called the Department) security for the protection and guarantee of payment of past, present, and future workers' compensation and occupational disease liabilities owed by the Employer.
2. Instructions: A certificate must be held in the name of the Employer and the Department. The certificate must be automatically renewable. No certificates at a single financial institution may be for more than \$100,000 (one hundred thousand dollars). Submit the actual certificate and this original assignment agreement to the Department. Distribute copies of the Assignment Agreement to the Financial Institution and to the Employer.
3. For good and valuable consideration, the Employer irrevocably assigns all of its right, title and interest in the jointly held C.D. to the Department in trust for claimants of the Employer, as of this date. As of the date of this Assignment, the C.D. shall be deemed property of the Department and not property of the Employer.
4. This Assignment creates a third-party beneficiary contract. The third party beneficiaries are the employees of the Employer.
5. Unless the Department notifies the Financial Institution otherwise, periodic interest on the C.D. may be paid directly to the Employer. However, at any time in its sole discretion, the Department may sell or liquidate the C.D. and apply the money as appropriate. In that regard, the Employer hereby authorizes the Financial Institution to pay over the entire proceeds from such sale or liquidation including any earned and unpaid interest on the C.D. to the Department upon request. The Employer hereby waives any and all claims it might have against the Financial Institution for selling or liquidating the C.D. and paying all of the money to the Department.

6. After all workers' compensation and occupational disease liabilities for which the Employer is liable as a self-insurer are discharged by the Employer, the Montana Self-Insurers Guarantee Fund, or by the Department using the money generated from selling or liquidating this C.D., the remaining proceeds, if any, will be refunded to the Employer or otherwise disbursed pursuant to law.
7. All disputes relating to this Assignment shall be decided in the courts of Montana pursuant to Montana law. It is mutually agreed that venue shall be in Lewis and Clark County and that each party will pay their own attorney fees and legal expenses.
8. The Employer, as the registered owner of each C.D., does hereby irrevocably constitute and appoint the Department its true and lawful attorney in fact to sign and/or endorse in its name, place and stead each C.D. in whatever manner is necessary to negotiate the C.D., selling or liquidating it, and having the full sum thereof paid directly and solely to the Department.
9. This special power of attorney shall not be affected by the subsequent insolvency or incapacity of the Employer. This special power of attorney cannot be revoked or amended by the Employer. This special power of attorney will remain in effect indefinitely.
10. The Employer further ratifies and confirms whatever action the Department takes as attorney in fact by virtue of this instrument.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

(Corporate Seal)

\_\_\_\_\_  
Self-Insured Employer

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name and Title

(Notary Seal)

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss  
on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_,  
before me \_\_\_\_\_  
personally appeared \_\_\_\_\_  
[for person signing on behalf of Employer] known to me,  
or provided to me to be, and subscribed to before me.

\_\_\_\_\_  
Notary Public for State of \_\_\_\_\_  
Residing at \_\_\_\_\_, \_\_\_\_\_.  
My commission expires on \_\_\_\_\_.

Financial Institution Name		Certificate/Account Number	
Contact Person or Position	Telephone Number	FAX Number	
Street Box Number	City	State	ZIP

### **Agreement With Financial Institution Issuing Certificate of Deposit**

For good and valuable consideration, the parties agree that:

1. This Agreement guarantees that the Montana Department of Labor & Industry, Employment Relations Division (hereinafter called the Department) can cash the Certificate of Deposit (C.D.) at any time and that the Financial Institution will pay the entire principal and unpaid interest, less any penalty for early withdrawal, to the Department upon demand.
2. Demand shall be a Department letter requesting a cashier's check made payable to the Department. The letter will have enclosed the original C.D. or other paperwork showing ownership and a copy of this Agreement. The Financial Institution shall issue and mail a cashier's check within twenty (20) days of the date of the Department's demand letter.
3. The Employer's bankruptcy, insolvency, or other difficulties of whatsoever kind will not alter the Financial Institution's obligations in this Agreement. Those events shall in no way prevent, hinder, delay or excuse the prompt payment of the full amount of the C.D. with unpaid interest, less any penalties, to the Department. Regardless of a bankruptcy or any other dispute, which might arise, the Financial Institution shall pay the Department as agreed herein. If future events or disputes involving the C.D. arise, those shall be resolved between the Employer and the Department and, if possible, without the Financial Institution's involvement or intervention.
4. The Financial Institution will not under any circumstances return or release the principal amount of the C.D. to the Employer or reissue the C.D. to the Employer for any reason unless authorized to do so in writing by an officer of the Department.
5. All disputes relating to this Agreement shall be decided in the courts of Montana pursuant to Montana law. It is mutually agreed that venue shall be in Lewis and Clark County and that each party will pay their own attorney fees and legal expenses.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Financial Institution

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name and Title

(Notary Seal)

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss  
on this \_\_\_\_\_ day of \_\_\_\_\_,  
before me \_\_\_\_\_  
personally appeared \_\_\_\_\_  
[for person signing on behalf of Financial Institution] known  
to me, or provided to me to be, and subscribed to before me.

\_\_\_\_\_  
Notary Public for State of \_\_\_\_\_  
Residing at \_\_\_\_\_,  
My commission expires on \_\_\_\_\_.